

# **AGREEMENT**

**By and between**

**THE CITY OF BORDENTOWN, NEW JERSEY**

**and**

**DEPARTMENT OF PUBLIC WORKS**

**& WATER DEPARTMENT EMPLOYEES**

Effective: January 1, 2014

Expiration: December 31, 2016

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## **AGREEMENT**

THIS AGREEMENT made this day of , 2014, between the CITY OF BORDENTOWN (hereinafter referred to as the "CITY" or the EMPLOYER), with its main offices at 324 Farnsworth Avenue, Bordentown, New Jersey 08505, and the full time City of Bordentown Public Works and Water Employees (hereinafter referred to individually as "employee" and collectively as "employees", agree to be bound by the terms and provisions of this Agreement.

### **ARTICLE 1**

#### **PURPOSE**

This agreement entered into between the City and the public employees has as its purpose the promotion of harmonious relations between the City and the Public Employees, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment with the City.

### **ARTICLE 2**

#### **BARGAINING UNIT REPRESENTATIVES**

The City recognized the right of the Employees to designate Bargaining Unit Representatives and Alternates. The authority of the Bargaining Unit Representatives and Alternates so designated by the Employees shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

The Bargaining Unit Representative or their duly appointed alternates, shall be permitted reasonable time to investigate, present and process grievances on company property, without loss of time and/or pay during the regular working hours, and where mutually agreeable to by the Employees and the City. Such time spent in handling grievances during the Bargaining Unit Representative's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Bargaining Unit Representative.

The Employees shall not designate more than one (1) Bargaining Unit Representative or more than two (2) alternates.

### **ARTICLE 3**

#### **EMPLOYEE RIGHTS**

The parties agree to comply with all Equal Employment Opportunity guidelines, directives or statutes. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the City or any agent or representative thereof, shall be subjected to the prescribed grievance procedures herein set forth and Civil Service Rules and Regulations.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

The City or the employee may request a direct resolution by a panel to include the following , Mayor, Commissioner of Public Works, and Chief Financial Officer and three employees selected by this aggrieved employee.

## **ARTICLE 5**

### **SENIORITY**

Seniority is defined as an employee's total length of service with the City beginning with his/her initial date of hire. Seniority shall be considered for purpose of scheduling personal leave, Comp Time leave or when a job opening occurs within the bargaining unit. Seniority shall not be the sole determining factor but between qualified persons, preference shall be given according to seniority. Should the City decide to reduce the workforce in any particular job position, the City will reduce the number of employees in that particular position on the basis of seniority or skill set required within that particular position. The skill set will be determined by an evaluation of the job skills by city consultation with the Bargaining Unit Representatives.

Employees shall be recalled for work from laid off status in the order of seniority, provided that the employee possesses the requisite skill, qualifications and ability to perform the available work. The necessary qualification determination or assessment shall be at the sole discretion of the City.

## **ARTICLE 6**

### **SICK LEAVE**

A. All full time employees covered by this Agreement shall be granted sick leave pay of fifteen (15) days per year. The amount of sick leave not taken shall accumulate from year to year as provided under this Article. For the purpose of this Article, a working day@ for permanent full time employees shall be defined as an eight (8) hour day. During the first year of employment, a new employee shall accrue sick leave beginning with the employee's first full day as a full time permanent employee and proceeding through the remainder of the first calendar year on the basis of one (1) day per month, or major fraction of a month, of service. Any employee who has used more than 75% of their sick time not related to a doctor recognized illness shall be subject to termination.

B. Any and all sick leave allotments are given in anticipation of continued employment. Therefore, the City has the right to prorate any employee's sick time upon retire or separation of service, and

the employee will be entitled to utilize a prorated amount of their sick leave in the year of their retirement or separation of service.

C. The term "sick leave with pay" is hereby defined to mean the necessary absence of duty due to illness, injury or exposure to contagious disease, medical procedure that would exclude one from work and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is sick or ill.

D. Employees absent on sick leave for a period of three (3) or more consecutive work days may be required by the City to provide medical evidence to the City sustaining the illness. If an employee fails to provide medical evidence immediately upon reporting to work, the City shall not pay the employee for the time off. Moreover, the City shall require employees to be cleared to return to work by Robert Wood Johnson if the employee is out sick for more than three (3) days per calendar month.

E. Upon retirement, those employees hired prior to May 21, 2010, shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a maximum benefit payable up to \$18,000.00.

Upon retirement, those employees hired on or after May 21, 2010 shall be entitled to payment of fifty (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a maximum benefit payable up to \$15,000.00 in accordance with Chapter 3 PL 2010. The employee must notify the City of his or her plan to retire the year before the employee's expected retirement for budget purposes. If the employee notifies the City of his or her intent to retire the year before retirement, the employee shall receive his/her accumulated sick leave three weeks after the City's budget being adopted. If an employee fails to provide notice of retirement the year before the employee retires, the employee shall not receive unused accumulated sick leave until the year following retirement or before then if the City has the money in the budget.

F. In all cases of illness, whether of short duration or long term, the employee is required to notify his superior that the employee will be out of work, giving the expected date of return to work if the employee can provide such date. Notification shall be made by no later than 7:00 am and the employee must speak directly to the Superintendent or, if the Superintendent cannot be reached, the Director of Public Works, voice mail messages are not sufficient. If the duration of absence exceeds two (2) days, it will be necessary to report every third day, unless the employee has provided the City with a physician's note indicating a projected date of return to work. Failure to report absences and/or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action and/or dismissal.

G. Any employee who has exhausted their sick time in each of this 3 (three) previous years shall be subject to termination if illnesses are not doctor recognized illnesses. These two termination situations may be appealed to the Grievance Board their determination is final to this extent that Law allows.

## **ARTICLE 7**

### **PERSONAL LEAVE**

Each employee who has worked for the City for a full twelve (12) months shall be eligible for four (4) paid non-cumulative personal leave days, which shall be credited on January 1st of the calendar year. Newly hired employees shall be credited on their anniversary date (first completed year of service) with the prorated portion of personal days carrying them to the end of that calendar year and receive the full four personal days on the following January 1. Personal leave is for the purpose of conducting personal business and/or family duties. The use of such personal days shall require a minimum of forty eight (48) hours notice to the employee's immediate supervisor and subsequent approval of the Superintendent. In case of any unforeseen circumstances and/or emergency, this notification requirement may be waived, suspended or altered upon approval of the Superintendent. Unused personal leave days remaining in any year shall be converted into vacation days.

## **ARTICLE 8**

### **BEREAVEMENT LEAVE**

The employee shall have up to three (3) days leave in the event of the death of an employee's spouse, child, parent, brother or sister, brother in law, sister in law, mother in law, father in law, son in law, daughter in law, grandparents or grandchildren. Each employee shall have one (1) day for aunts, uncles, nieces and nephews which shall be used on the day of the service if the event falls on a regular work day. Additional bereavement day may be used granted by the Commissioner of Public Works or the Mayor in the absence of the Commissioner.

## **ARTICLE 9**

### **PROBATION PERIOD**

All new employees shall be considered to be on probation for a period of ninety (90) days effective on their start date and may be discharged without cause during the ninety (90) day probationary period. Management has the right to extend the probationary period for an additional ninety (90) days if warranted and agrees to notify the Employees in writing of such extension.

## **ARTICLE 10**

### **NO STRIKE NO LOCKOUT**

In addition to any other restrictions under the law, the Employees will not cause a strike, work slow down, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the City's work. The City shall not cause any lockout. If the Employees violates this section, then such parties or person(s) shall be responsible for any damages resulting as a matter of

consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

## ARTICLE 11

### OVERTIME

#### A. COMPENSATORY TIME

Upon filling out a compensation request form for overtime earned at time and one half, the employee will have the option to request compensatory time equal to time and one half in lieu of pay. The employee may use this time at the employee's discretion, however, it must be approved by Supervisor or the Manager of Public Works on staffing needs. Accrued compensatory time can be accumulated up to a maximum of sixteen (16) rolling hours. Compensatory Time must be used in the year in which it is accumulated it is not paid out upon retirement or separation.

#### B. OVERTIME HOURS

All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one (1) work day, shall receive compensation at time and one half.

Special Events: Cranberry Festival and Street Fairs minimum overtime. Expect for regularly scheduled employee.

#### C. MEAL ALLOWANCE

Any employee who works during any single work day, four (4) hours overtime in addition to a normal eight (8) hour work day, shall be compensated for a meal allowance, for each four (4) hour overtime period worked. If the employee must pay for a meal, then the employee must present a receipt with a date and time to the City Clerk to be reimbursed by the city. However, the City's meal reimbursement shall be limited to \$20.00 per meal, per employee. Failure to provide a receipt shall be cause for the City to deny payment.

#### D. OVERTIME OFFER

The offer of overtime shall mean that the City will call by telephone or communicate directly with the employee. If the offer of overtime is by telephone, then one (1) attempt and only one (1) attempt by telephone shall be made. If the employee is not home or does not respond, then it shall be deemed a no contact. However, should the employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime assignment.

E. No employee shall be permitted to accept an overtime assignment if the employee does not possess the necessary skill and ability to properly and safely perform the work.

F. Management will make every reasonable attempt and effort to assign overtime in a fair and equitable manner taking into consideration, skill and ability.

#### G. HOLIDAY OVERTIME

An employee assigned to work on a City designated holiday shall be paid at the rate of double time



for all hours worked on the following holidays: New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day. All other designated holidays shall be paid at time and one half.

#### **H. CALL IN**

In the event an employee is called in to work other than their normal working hours, the employee shall be paid at a rate of time and one half (1.5) for all time worked during that call in period.

In the event an employee is called in to work other than their normal working hours and such call in is on a Sunday or a designated City holiday, the employee shall be paid at a rate of double time for all time worked during that call in period. In no such case shall employee be paid for less than two (2) hours for call in work. If employee must continue to work beyond the first two (2) hours, he or she shall be paid a minimum of two more hours compensation. Hours worked in excess of four shall be compensated as time worked in accordance to Art. 14 section H. 75% Call In if an employee does not meet this percentage, the employee will be displaced by this reduction in pay of (2) two days or (16) sixteen hours.

#### **I. ON CALL**

While an employee is on call for the Water Department, the employee shall be paid a flat rate of for the time covering Monday through Sunday of \$225.00.

### **ARTICLE 12**

#### **SAFETY REPORT**

Whenever an employee is assigned to drive or operate a City vehicle or equipment, and said employee feels such vehicle or equipment requires such repairs that it is unsafe, hazardous or defective to safely operate, the employee shall immediately notify their immediate supervisor or other appropriate managerial employee of said safety hazards or defects. The Supervisor shall request the employee to complete (in writing) a Safety Report as agreed upon by the parties to this Agreement.

### **ARTICLE 13**

#### **MILITARY OR NATIONAL GUARD**

The City agrees to provide all employees with military leave in accordance with existing Federal and State laws and regulations.

### **ARTICLE 14**

#### **LONGEVITY**

Longevity pay set forth below for all unit employees shall be paid in addition to and together with his annual base salary, based upon their date of hire:

After

15 Years of Service - \$1,100.00

Longevity shall not be considered part of the employee's base pay. Longevity shall be paid to the employee by December 31st. The Longevity payment shall be prorated on the basis of the percent of remaining time in that year.

#### **ARTICLE 15**

##### **ON THE JOB INJURY**

All accidents shall be reported immediately to the employee's Superintendent. If an employee is injured, treatment shall be sought through the City Physician or a local hospital. If an employee is sent home by the City Physician, the local hospital or any other medical professional designated by the City, the employee shall be entitled to be paid for the remainder of the work day on which the employee is sent home.

#### **ARTICLE 16**

##### **HEALTH BENEFITS**

A. The City shall provide to each full time employee and the employee's dependent family members medical health coverage and prescription drug benefits as provided for under the New Jersey State Health Benefits Program as administered by the Department of Treasury, Division of Pension and Benefits in accordance with New Jersey State Law. The City is not responsible for any difference between coverage or co-pay changes made by the State under the New Jersey State Health Benefits Program. Changes made by the State are the responsibility of the employee. In the event it is necessary, the City may change insurance carriers as long as the coverage is equal to or better.

B. Health coverage, prescription drug coverage, dental coverage and vision coverage (as provided in this article) shall continue in full force and without interruption during the period of time that an employee is on workers' compensation leave and/or FMLA.

##### **C. VISION COVERAGE**

Employees of the City and their immediate family shall be entitled to reimbursement of eye expenses up to a maximum of \$700.00 per year. A paid receipt for services rendered must be included with a signed voucher for reimbursement.

##### **D. DENTAL COVERAGE**

Employees of the City shall be entitled to reimbursement for dental care up to a maximum of \$700.00 per year. A paid receipt of services rendered must be included with the signed voucher for reimbursement.

## **ARTICLE 17**

### **VACATION TIME**

A. All employees covered under this Agreement and eligible for vacation leave with pay shall be entitled to vacation leave as follows:

One (1) working day of vacation for each month of employment during the first year of employment.

One (1) to five (5) years of service	12 days or 96 hours
Six (6) to twelve (12) years of service	15 days or 120 hours
Thirteen (13) to twenty (20) years of service	20 days or 160 hours
Twenty-one (21) to twenty-nine (29) years of service	25 days or 200 hours

Vacation leave is credited at the beginning of the calendar year in anticipation of continued employment with the City. However, in years that result in an increase in vacation time, the amount of additional vacation time shall be prorated until the end of that calendar year. Effective upon ratification of the Contract, current employees and future hires will accrue vacation time based on the original date of hire. Probationary employees will not be entitled to take vacation days during the period of probation and, if not granted "permanent status", will not be entitled to any pay for vacation time. If an employee resigns, retires, is discharged or otherwise leaves the City's employment during the year, his/her vacation time shall be prorated. If the employee has used vacation time that is not earned and he/she leaves the City's employment, the employee's last paycheck shall be reduced by the amount of vacation time the employee used but did not earn.

B. Vacation leave may be carried forward into the succeeding year and must be taken prior to June 30th as permitted or directed by the Superintendent. Vacation time taken before June 30th shall be charged first to the days carried over from the previous year. Any leftover vacation leave not used by June 30th shall be paid out.

C. Once a vacation request has been approved, it cannot be modified unless mutually agreed. All vacation requests are subject to final approval of the City Commissioners.

D. Vacation requests shall be handled as follows:

1. Employees must submit their vacation requests by February 15th in order to receive vacation based on seniority. In other words, when employees submit their vacation requests by February 15th and two or more requests are for the same time frame, the Superintendent shall grant the vacation to the most senior employee.
2. Vacation requests submitted after February 15th shall be granted on a first come first served basis with no consideration of seniority.
3. All vacation requests are subject to final approval of the Superintendent and shall only be

granted if the Superintendent's discretion manpower is not a concern.

E. Any employee who has resigned or who has otherwise separated from employment from the City, shall be entitled to the vacation allowance established in this article prorated on the basis of the number of months worked in the year of resignation or separation.

F. If an employee leaves the employment of the City for any reason before the end of the year after having taken a vacation allowance for the year, the employee may be charged with the unearned portion of their vacation allowance, which may be deducted from their final pay from the City.

## **ARTICLE 18**

### **HOLIDAYS**

Each employee covered by this agreement shall be allowed the following holidays with full pay:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Good Friday	General Election Day	

(2) Two Floating Holidays will be provided employees, must have Public Works Manager's permission. If not used, will turn into vacation days.

And the day following New Years, Thanksgiving and Christmas Day, whenever such following day is a normal weekly workday.

When a holiday falls on a Saturday, employees shall receive the preceding Friday off with pay. Should the holiday fall on a Sunday, employees shall receive the following Monday off with pay.

Christmas Schedule: Christmas Monday-Off, Christmas Tuesday-Monday & Tuesday, Christmas Wednesday-Off, Christmas Thursday-Thursday & Friday, Christmas Friday-Friday, Christmas Saturday-Friday & Saturday, Christmas Sunday-Monday off.

## **ARTICLE 19**

### **WORK CLOTHES**

All City employees who regularly work out of doors shall be compensated in July of each year for the purchase of one or more pairs of work shoes. The maximum amount of such reimbursement by voucher shall be one hundred and fifty dollars (\$150.00). Discussion for reimbursement will be on an individual employee basis.

The City shall provide work uniforms for all employees who are eligible under this agreement and who regularly work outdoors, through a uniform service. The City shall provide through this service eleven (11) pairs of pants, eleven (11) shirts and a combination of four (4) jackets.

The City agrees to continue its policy of providing and maintaining rain gear as needed.

The City shall provide an allowance toward the purchase of either a winter jacket, bib overalls or coveralls as part of the standard work uniform for all employees who are eligible under this agreement and who regularly work outdoors up to a maximum of one hundred and fifty dollars (\$150.00) per contract term.

The City reserves the right to change uniforms or clothing during this contract at the expense of the City as long as the new service is equivalent to the current uniform service.

## **ARTICLE 20**

### **JURY AND COURT SERVICE**

An employee shall be excused from work on a workday during which time the employee serves on a jury of any federal, state, county or other court. The employee must provide the City with three (3) weeks' notice and a copy of such jury duty notice. Employees shall be fully paid for such time lost from their regular and normal work shift.

If the employee is excused from jury duty three (3) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

If an employee does not need to report to jury duty, and does not report for work, the employee will be docked (8) eight hours pay for each offense.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one (1) week. The employee agrees to provide the City with the check received from the Court for jury duty.

An employee shall be excused from work on a work day during which the employee attends any court or legal proceeding as a result of a subpoena served on behalf of the City and shall be fully paid from any time lost from their regular and normal shift.

## **ARTICLE 21**

### **MAINTAINENCE OF STANDARDS**

The City agrees that all conditions of employment and general working conditions shall be maintained

at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

## **ARTICLE 22**

### **SEVERABILITY**

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause or article.

## **ARTICLE 23**

### **WORK HOURS AND REST PERIODS**

#### **A. NORMAL WORK DAY**

The normal work day is eight (8) hours in duration, excluding a one-half hour lunch period.

#### **B. TIME OF WORK HOURS**

The normal work day shall start at 7:00 a.m. and end at 3:30 p.m.

There will be no split shifts. A normal work day cannot be split up to avoid overtime.

If an employee does not adhere to this schedule, the employee shall be assigned to a 7:00 a.m. to 4:00 p.m. work day. The schedule will not be changed back to 7:00 a.m. to 3:30 p.m. until this employee appears before the Grievance committee and shows cause why this schedule should be changed back to 7:00 a.m. to 3:30 p.m.

#### **C. NEW WORK HOURS OR NEW WORK DAYS**

New work hours and/or new work days shall be mutually changed with agreement by the Employees and the City.

#### **D. BREAKS**

All employees shall be entitled to one (1) fifteen (15) minute coffee break in the morning and one (1) fifteen (15) minute break in the afternoon. The breaks are inclusive of the time an employee takes to drive to a place to purchase beverage or food or any other travel requirements.

#### **E. NORMAL WORK WEEK**

The normal work week shall be defined as Monday through Saturday, by mutual agreement between the City and the Employee. Exception to the Monday through Friday schedule shall apply to the following: (1) an employee who works on Saturday morning performing recycling and trash collection at the public works garage; and (2) an employee who maintains the water plant on weekends.

#### **F. REQUIRED REST PERIOD**

No employee shall be required to work in excess of a straight sixteen hour period of employment. This means that an employee who begins their period of employment at 7:00 am and is required to work beyond the normal quitting time of 3:30 pm must "go off the clock" at 11:00 pm.

Should an employee be required to work in excess of twelve (12) hours, that employee will not be required to return to their place of employment until that employee has been removed from his place of employment for a period of eight (8) hours.

### **ARTICLE 24**

#### **MANAGEMENT RIGHTS**

Unless expressly included in this Agreement, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

- A. The management and administrative control of the City government and its properties and facilities.
- B. To hire all employees, to promote, transfer, assign, or retain employees in positions within the City and in regard to establish reasonable work rules and regulations.
- C. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.
- D. To lay-off employees in the event of the lack of work or funds or under conditions where  
The employee's work is inefficient and nonproductive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, directives, and practices, and the furtherance thereof, and the use of judgment and discretion of this Agreement, and then only to the extent such terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the state of New Jersey and of the United States of America.

Nothing contained in this Article shall be construed to deny or restrict the City of its rights, responsibilities or authority under R.S. 40 and 40A or any other national, state, county or local ordinances.

### **ARTICLE 25**

#### **WAGES**

**Wage Increases:**

Effective 1/1/14: 2%, Effective 1/1/15: 2%, Effective 1/1/16: 2%

The City has the right to adjust salaries based on performance and skill level.

## **ARTICLE 26**

### **MISCELLANEOUS**

Employee evaluations will be performed by the employee immediate supervisor and Department Head. Employee skill level survey will be included in this Agreement and be renewed on a yearly basis.

CDL: An employee who obtains and retains a valid CDL driver's license shall receive an additional \$700.00 per year.

Water Licenses: An employee who obtains and retains valid water licenses (T-1/T-2/T-3; W-1/W-2/W-3; N-1/N-2) shall receive an additional \$300.00 per water license, up to a maximum of \$1,500.00 per employee.

The City is to pay for initial license costs, which may include testing, expense and speciality licenses.

## **ARTICLE 27**

### **DISCIPLINE AND DISCHARGE**

The City agrees to engage in progressive discipline prior to suspension or discharge and shall not suspend or discharge any employee for disciplinary reasons without just cause.

All warnings and reprimands given to employees who violate City rules shall be issued in writing and copies shall be given to the employee and the Bargaining Unit Representative. All warnings and reprimands shall not remain in effect for more than 24 months.

## **ARTICLE 28**

### **RULES AND REGULATIONS**

The City may establish such reasonable rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Employees. Any changes in or addition to these rules or regulations will be given in writing to the Employees before implementation. (Exception the City and employees may adopt additional rules and regulations at the employees request after review and approval of the Director of Public Works.

## **ARTICLE 29**

### **WORK ASSIGNMENTS**

The Public Works Manager or his designee will assign employees to work certain shifts in order to maintain a rested and alert team of workers. No employee shall work over sixteen (16) hours straight for safety reasons.

## **ARTICLE 30**

### **NON-DISCRIMINATION**

Neither the Employees nor the Employer shall unlawfully discriminate against any employee in regard to hiring or other terms and conditions of employment on the basis of Employees membership and/or



activities, the employee's race, color, religion, age, sex, national origin, marital or veteran status, the presence of a non-job-related medical condition, disability, sexual orientation, or any other status protected by the laws of the State of New Jersey and the United States of America.

#### ARTICLE 31

#### TERMINATION/EXTENSION OF CONTRACT

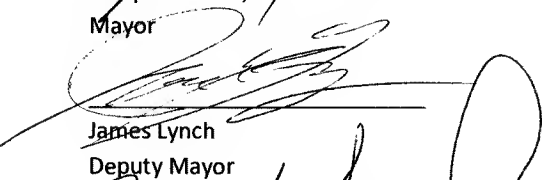
This agreement shall be effective from the first day of January, 2014 and shall remain in full force and effect until the 31st day of December 2016. It shall be automatically renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, which it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration of the agreement.

All items provided for in this agreement shall be retroactive back to January 1, 2014 unless otherwise mutually agreed upon by the City and the Employees.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this <sup>9<sup>th</sup></sup> day of Oct 2014

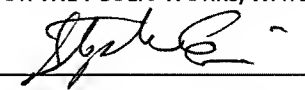
FOR THE CITY OF BORDENTOWN:

  
Joseph Malone, III  
Mayor

  
James Lynch  
Deputy Mayor

  
Zigmunt Targonski  
Commissioner

FOR THE PUBLIC WORKS/WATER EMPLOYEES:

  
Steve Ermi  
Employee Representative

  
Vince Tofanicchio  
Employee Representative